DATA SHARING AGREEMENT
BY AND BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
SCHOLASTIC INC.

This Data Sharing agreement (the "Agreement") is by and between the Jefferson County Board of Education (dba Jefferson County Public Schools), and Scholastic Inc ("Scholastic"). Jefferson County Public Schools (JCPS) agrees to provide Scholastic student data only for the purpose for which it was disclosed and outlined in this Agreement. The terms of this agreement are May 1, 2014 – April 30, 2015.

The purpose of the research Scholastic will conduct on behalf of JCPS is to examine Kentucky Performance Rating for Educational Progress (K-PREP) test and Lexile gains on the Scholastic Reading Inventory (SRI) in comparison to READ 180 implementation fidelity metrics, dosage of treatment metrics, student pre-test level, and student subgroups. READ 180, a reading intervention program, provides a system of curriculum, instruction, assessment, and professional development to raise reading achievement for struggling readers in grades 4–12. This analysis will help to assess the correlation between SRI Lexile gains and K-PREP gains and allow JCPS to examine the linkage between reading gains, student usage, and implementation fidelity metrics for READ 180. This analysis will help the JCPS understand how to adjust student placement and implementation to maximize reading gains from the usage of the program.

JCPS will provide Scholastic the following data elements during the term of this Agreement with respect to students participating in the READ 180 program. At the end of the 2013-14 school year, the Scholastic Achievement Manager (SAM) data will be exported in approximately ten days, and the analysis work will be completed 30 days after receipt of a complete and valid export file. All data sets (K-PREP, SRI and READ 180) are merged. All the data elements in SAM export covering READ 180 and SRI for the desired date range plus two years of K-PREP data are required to measure gains, usage and implementation fidelity. The merged data set will be analyzed by school and subgroup.

Out of the merged data set, inclusion in the analysis requires that all students must meet the following criteria;

1) two K-PREP scores,

2) two SRI scores, and

3) two SRI tests must be 8 or more weeks apart, and the student must have 20 or more sessions of program usage.

JCPS agrees to provide personally identifiable information included in the data (a) in compliance with all applicable laws, rules, regulations and privacy policies (including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, "FERPA")) (collectively, including FERPA, "Applicable Law"), and (b) in accordance with all necessary permissions, rights and consents as required by and in full compliance with all Applicable Law. Both Scholastic and the JCPS acknowledge that FERPA imposes obligations and restrictions onto "educational institutions or agencies", including, without limitation, with respect to the handling and disclosure of personally identifiable information contained in the educational records JCPS maintains regarding its students.

The data will be stored on password protected computers accessible only by Scholastic. The data will be stored on a server, housed inside the Scholastic intranet. The data will be transmitted to Scholastic via a password protected FTP site. Data will be permanently deleted after the final report has been delivered to JCPS. The final analysis file will be returned to JCPS

for verification purposes, and the definition of "good implementation" is clearly defined in the dataset to allow a common understanding by JCPS employees.

IN WITNESS WHEREOF, the authorized representatives have caused this Agreement to be executed effective as of the date signed by the last party.

Jefferson County Board of Education:

By: _____ Date:_____

Scholastic Inc:

By: _____ VP Academic Planning & Analytics_Date: _____April 9, 2014_____